



Royal Netherlands
Meteorological Institute
*Ministry of Infrastructure
and Water Management*

Descriptive document

New generation wind sensor and 3rd line maintenance – 3D
sonic wind sensors

European Public Procurement Guide

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1 Contract

The Contracting Authority hereby invites you to submit a Tender for the procurement of **3D sonic wind sensors and 3rd line maintenance**. This public tendering procedure, pursuant to the Dutch Public Procurement Act 2012 (AW2012), will be conducted entirely online through the TenderNed platform. Detailed instructions on using TenderNed are available at [TenderNed voor ondernemingen](#) | [TenderNed](#).

Due to national safety reasons the rules of the Government Procurement Agreement (GPA 2012) apply for this European tender. This means that the Contracting Authority reserves the rights to exclude Tenderers that are not a registered party of the GPA. A complete list of the GPA parties is available on the website of the [World Trade Organization](#).

1.1 Introduction

The Contract involves the delivery of 3D sonic wind sensors and 3rd line support on behalf of the Royal Netherlands Meteorological Institute (KNMI) as the Contracting Authority.

1.1.1 Objective

The Contracting Authority aims to enter into a Contract with one Contractor for the acquisition of new generation wind sensors, including related products and services (such as cables & mounting blocks, calibration services etc. as specified in the Programme of Requirements), and 3rd line maintenance. The sensor will be tested during the Verification Phase with a duration of approximately 2 years. Please see 'Annex 7: Verification Phase and Delivery' for more details.

With the new generation wind sensors, KNMI aims to improve its continuous and reliable measurements of wind direction and wind speed within the KNMI monitoring network in the Netherlands, including the Cabauw Research Tower and the locations on the BES islands (Bonaire, Sint Eustatius and Saba) and the North Sea. Therefore, KNMI aims to replace all cup anemometer and wind vane sensors to maintain a uniform network of sensors, ensuring consistent and reliable wind measurements.

It is very important that continuity of the measurements of wind direction and speed is guaranteed because they are essential for many purposes, including aviation and public safety. The measurements of the wind sensors of the KNMI are used for:

- Weather warnings such as storm and severe gusts of wind
- Wind-sensitive operations in the aviation and maritime sector
- Synoptic analysis of weather systems (e.g., locating weather fronts)
- Nowcasting of fog formation, advection and spread
- Spread of toxic and polluting substances in the air
- Worldwide weather reports (e.g., SYNOP, KLIM)
- Climate research
- Climate trends using homogenized wind measurements ("potential wind")
- Seawall dimensioning
- Building codes
- Commercial activities serviced by weather providers that depend on the wind, such as wind energy assessment and balancing the electricity grid.

The KNMI's current wind sensor network comprises approximately 120 wind cup-and-vane type wind sensors. Additionally, KNMI has provided around 80 wind sensors on loan to external parties,

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including the Port of Rotterdam Authority and Rijkswaterstaat. Following the contracting and testing of new sensors KNMI intends to replace all these wind sensors.

The goal is to standardize the network by utilizing a single type of wind sensor. Uniform instrumentation is crucial as it ensures consistent accuracy and reliability in measurements. Extensive testing is required before deploying any sensor, making the use of different models less desirable. Moreover, a uniform sensor network simplifies both training and maintenance, reducing associated costs and complexity.

Although a single model is preferred across the network, a limited number of sensor variants may still be necessary:

- **Cabauw wind profile measurements** require a better accuracy (1%) for wind speed. The mandatory requirement is better than or equal to the KNMI cup anemometer and it has an accuracy of 2% for a wide range of speeds.
- **The BES islands (Bonaire, Sint Eustatius and Saba)** are located in hurricane-prone areas, necessitating sensors that can withstand and accurately measure extreme winds not encountered in Europe.
- **Sensor heating capabilities** should include an option to disable heating in regions where power supplies are insufficient, such as certain coastal and North Sea locations, where freezing conditions are rare.

In this European tender, one type of wind sensor, a heated 3D sonic, will be selected. Although KNMI considered a 2D anemometer, it was ultimately rejected due to its inability to measure vertical wind speed, a critical factor for boundary layer condition measurements. This would also limit the ability to correct for errors induced by vertical winds. The selected wind sensor will undergo a rigorous Verification Phase, involving both wind tunnel and outdoor testing at various locations across the Netherlands and on the BES islands.

At the end of the test period, the Contracting Authority will evaluate whether the sensor meets the requirements of the KNMI. For additional details, please refer to Annex 7: Verification Phase and Delivery.

1.1.2 Contracting Authority and End User

Ministry of Infrastructure and Water Management

The Ministry of Infrastructure and Water Management focuses on liveability and accessibility, with sustainable transport in a safe environment. The Ministry of Infrastructure and Water Management is working on good transport by road, rail, waterways and air. It protects against flooding and improves the quality of air, land and water. The Ministry is developing innovative policy to that end and ensures that this policy is implemented and enforced.

For more information on the Ministry of Infrastructure and Water Management, please refer to the website www.government.nl/ministries.

Royal Netherlands Meteorological Institute

The Netherlands is the most densely populated country in Europe and situated in a delta area. In the event of disasters, the chance of fatalities and economic damage is high, which is why safety, as well as habitability and accessibility, have been high on the political and social agenda for many years. Among other things, this includes the consequences of extreme weather conditions, climate change, sea level rise, earthquakes, poor air quality, volcanic ash and solar storms.

The Royal Netherlands Meteorological Institute (KNMI) is the national institute for weather, climate and seismology. In its function as national data and knowledge centre, KNMI acquires, processes and disseminates meteorological information to the public, the government and the aviation and

shipping domains. It does so in the interest of safety, the economy, and a sustainable environment.

To gain insight into long-term developments, KNMI in co-operation with research institutes, universities and businesses, conducts research on weather phenomena, climate change and atmospheric observation methods.

Making the knowledge, data, and information accessible to legal partners, users and the public, is a core activity of KNMI.

For more information on KNMI, please refer to the website www.knmi.nl (in Dutch) and www.knmi.nl/over-het-knmi/about (in English).

1.1.3 Scope, Duration and Value of the Contract

Scope of the Contract

The scope of this Tender is the procurement and 3rd line maintenance of advanced future-proof wind sensors for all locations within the KNMI monitoring network. Additionally, wind sensors provided by KNMI are on loan to external organizations, including the Port of Rotterdam Authority and Rijkswaterstaat.

These sensors will be deployed at existing observing sites within the national meteorological network in the Netherlands, including automatic weather stations, civil and military airports, structures in the North Sea, and possibly at the Cabauw Research tower and airports in the Caribbean Netherlands.

The contract involves the purchase of 214 3D sonic wind sensors. A 3D sonic wind sensor is a type of anemometer that is used to measure wind speed in three dimensions (hence the term "3D"). These sensors must be equipped with heating elements to ensure accurate measurements under conditions of ice and snow. They are high-precision instruments used across various fields, such as meteorology, environmental monitoring, and wind energy.

The 3D sonic wind sensor uses the effect that the wind has on the speed of sound to measure wind speed. It typically employs three sets of ultrasonic transducer-pairs, which are positioned to measure wind speed along three mutually perpendicular axes, providing a comprehensive picture of the wind flow in all three dimensions (two horizontal and one vertical).

The detailed list of requirements and desirables for the 3D sonic wind sensor is provided in Annex 1: Program of Requirements and Desirables.

Given the critical importance of uniform instrumentation all wind sensors within the KNMI monitoring network are to be replaced promptly following contract award and the requisite testing period. This replacement includes approximately 120 wind sensors currently used by KNMI and around 80 wind sensors loaned to external parties.

The technical lifespan expectancy of each wind sensor is anticipated to be 20 years, with economic depreciation over 10 years. The desired operational lifespan of each sensor, including 3rd line maintenance, should be no less than 10 years. Furthermore, the availability of new spare sensors and, if necessary, spare parts is expected to be maintained for a minimum of 20 years.

3rd Line Maintenance

In addition to the procurement of sensors, the Contracting Authority requires 3rd line maintenance services for these sensors.

3rd line maintenance refers to addressing all sensor issues that cannot be resolved by KNMI's internal service organization. This included, for example, repairs of significant damage, and recalibration of sensors that can no longer be calibrated using the standard procedures as outlined in the manual.

KNMI manages 1st and 2nd line maintenance in-house and strives to perform as much of the sensor repair and recalibration work as possible to maintain extensive experience and knowledge of the wind sensors.

The 3rd line maintenance services, to be conducted by the supplier, include:

- **Failure analysis**, including a detailed report on the failure;
- **Repair or replacement of sensors**, including a detailed report on the failure and the solution implemented;
- **Delivery or replacement of sensor modules/components**, as part of preventive maintenance;
- **Configuration of sensor software, settings and hardware**, to meet KNMI requirements;
- **Conducting a renewed Factory Acceptance Test**, with the test report included in the delivery;
- **Renewed Factory calibration of the instrument**, with a calibration report included in the delivery;
- **Release of software/firmware updates**, with a detailed specification of changes and recommendation regarding the applicability of the update to KNMI.

Out of Scope

The installation of the wind sensors and their preventive and corrective maintenance (1st and 2nd line maintenance) fall outside the scope of this contract. KNMI will perform 1st and 2nd line maintenance internally at a predetermined cost as detailed below.

1st line maintenance (conducted at the observation site) is performed on a regular basis or sooner in case of a warning or failure. This includes:

- Inspection of the sensor, cables and connectors for any signs of wear or damage;
- Inspection of the surrounding environment for factors that may affect the sensor performance;
- Periodic cleaning of the sensor (third-party cleaning services may be used with appropriate tools and instructions);
- Retrieving sensor data and status to verify correct operation;
- Replacing the sensor as part of routine 2nd line maintenance or in response to failure.

2nd line maintenance (conducted at KNMI) follows the maintenance plan at the end of the calibration period or sooner if there is a warning or failure. The maintenance interval of 2nd line maintenance varies by sensor, currently ranging from 12 to 36 months. This includes:

- Analysis of failure to determine whether 3rd line maintenance is required;
- Thorough cleaning of the entire sensor;
- Inspecting the mechanical components, such as connections, fuses);
- Performing preventive plug-and-play part replacements;
- Uploading new software versions released by the supplier Tenderer);

- Adjusting sensor software, settings, and configuration to align with KNMI standards;
- Verifying and adjusting the sensor calibration;
- Executing the Verification Protocol.

Duration of the Contract

The initial term of the agreement is 10 years. KNMI retains the option to extend this agreement twice, with each extension lasting 5 years, resulting in a maximum contract duration of 20 years, which is the maximum term of the agreement.

Value of the Contract

The contract includes the purchase of 214 pcs. 3D sonic wind sensors. Initially, 13 sensors will be acquired for the verification phase, during which KNMI will evaluate whether the selected sensor meets all specified requirements. If the Verification Phase is concluded successfully, the remaining 201 sensors will be purchased.

The maximum value of the contract is determined based on the tender price submitted by the supplier. Considering market conditions and KNMI's requirements, the total contract value for the purchase of all 214 sensors (including cables and accessory for aligning to direction north) is estimated between €700.000,- and €1.300.000,- (excl. VAT), inclusive of quantity discount.

3rd line maintenance, which involves advanced technical support and specialized knowledge, is expected to incur varying costs depending on factors such as the price of spare parts and the level of service required.

NB: The costs for 1st and 2nd line maintenance performed by KNMI are not included in this value calculation but will be factored into the Total Cost of Ownership (TCO) to determine the Most Economically Advantageous Tenderer (MEAT).

Revision Clause

Despite the careful estimations provided by the Contracting Authority, adjustments to the quantity of 3D sonic wind sensors may be necessary during the contract term due to unforeseen changes in the KNMI monitoring network. This agreement may be revised in accordance with Article 2.163a of the Procurement Act 2012 and other relevant laws and regulations. Factors such as the energy transition, increased extreme weather events due to climate change, and the impact of geopolitical conflicts or war may necessitate the procurement of up to 107 additional sensors, potentially increasing the total contract value. This adjustment would include the cost of the additional sensors and the associated 3rd line maintenance. In case the KNMI makes use of the revision clause the sensors and 3rd line maintenance will be purchased under the same conditions as determined in the initial agreement.

The Contract must be executed in accordance with the draft agreement attached to this Guide as Annex 3, covering the delivery of the wind sensors and the provision of 3rd line maintenance. The agreement is subject to the terms and conditions outlined in ARIV 2018 (for sensor delivery) and ARVODI 2018 (for 3rd line maintenance).

The applicability of any general terms and conditions (of delivery) from the Tenderer or third parties is expressly excluded.

1.1.4 Training

The tenderer must organize a training program for about 20 KNMI staff members, enabling them to independently perform 1st and 2nd line maintenance. The specific details of this training will be

jointly determined by the Tenderer and KNMI. KNMI expects that there will be 5 training days needed to fully train the KNMI staff. The training will be conducted at KNMI's facility in De Bilt, the Netherlands.

During these 5 days, the Tenderer should train around five KNMI staff members as core instructors, who will then be certified to train other KNMI staff in accordance with the Tenderer's maintenance requirements.

This training must guarantee that KNMI staff can carry out the wind sensor maintenance activities can be carried out by trained KNMI staff without affecting warranty coverage or the provision of 3rd line maintenance throughout the Contract period.

The costs associated with the five-day training program will be detailed in the pricing sheet. Training materials and associated documentation should be provided in Dutch and/or English.

1.2 Reasons for European Tendering Procedure

The probable size of the contract exceeds the threshold for European Tendering. KNMI therefore sets out the purchase request as a European Tender Procedure. For this European tender the GPA rules apply.

1.3 Functional and/or Technical Specifications

The functional and/or technical requirements for performance of the Contract are described in the Program of Requirements and Desirables (Annex 1 to this European Public Procurement Guide; henceforth "Guide") and consists of Mandatory Requirements and Desirables. In Annex 1 you must indicate that your Tender meets the Mandatory Requirements as well as which of the Desirables you can meet.

All requirements are set down in Annex 1 – Program of Requirements and Desirables. A Requirement is marked as 'M' for 'Mandatory' and 'D' for 'Desirable'.

The Offer **must** meet all the Mandatory Requirements that have been offered by the Tenderer.

1.4 Award Criterion

Tenders will be assessed based on the Most Economically Advantageous Tender Award Criterion (hereinafter to be referred to as "MEAT"), i.e., with a focus on the price/quality ratio offered. The price/quality ratio is **20/80%**. Please see Section 3.1 for more information.

Qualitative elements weigh more in this Tender. The score for qualitative elements and price together forms the final score and determines to which party the Contracting Authority intends to award the Contract. This ratio is based on the preference of the Contracting Authority and corresponds to what the Contracting Authority considers proportionate in this case.

1.5 Sustainability and Corporate Social Responsibility

The central government promotes Corporate Social Responsibility. This is a business concept where human and environmental factors are considered alongside the profit factor in business decisions and the assessment of company results. This tendering procedure includes requirements and criteria regarding the environment, and social conditions.

1.5.1 Environmental Criteria

The environmental criteria drafted by the Dutch Government are included as an award criterion.

1.5.2 International Social Conditions

The Contracting Authority sees potential risks of violation of the International Social Conditions (ISC) during the performance of the Contract. The successful Tenderer has a best-efforts obligation to improve the social conditions in the production chain during the term of the Agreement. The successful Tenderer must conduct a due diligence investigation in its own international chain to identify risks of violation of international labour standards and human rights. In addition, it must submit a due diligence report once a year. For more information about the due diligence process, see Annex 10.

1.6 Variants

Submission of variants or tenders under restrictions and/or with reservations is *not* permitted. As such, you may not deviate from the technical specifications on your own initiative.

2. Tender Procedure and Tenderer Requirements

This Tender Procedure is carried out in accordance with European Directive 2014/24/EU, which has been implemented in the Dutch 2012 Tender Act.

This Tender Procedure has commenced with the announcement of the assignment and the placement of this Descriptive Document on TenderNed and Tender European Daily.

This chapter sets out the grounds for exclusion, Eligibility Requirements and any selection criteria that you must meet as a Tenderer to qualify for the tendering procedure. Each Eligibility Requirement also specifies what documents need to be submitted with your Tender.

The Contracting Authority is entitled to exclude the Tenderer if the composition of the Consortium or the contractor-subcontractor construction is changed during the Tender Procedure, after submission of the Tender and prior to entering the Contract without prior permission in writing from the Contracting Authority.

2.1 Public Tender Procedure

The scope of the assignment exceeds the European financial threshold. In view of the nature of the assignment, the nature of the market and the number of potential Tenderers, we have opted for the European Public Procedure.

The Tenderer must know the Tender submitted holds a one-time and final offer. The European Public Procedure does not offer any room for conducting negotiations. This means that:

- Any questions or suggestions regarding the Tender Procedure, Tender Documents, Terms and Conditions and Contract must be posed during the Tender process, according to the process;
- After the Information Memoranda are published, the Contract and Terms and Conditions are final. Tenderer should make a careful bid/no bid decision, because the European Public Procedure does not offer any room for conducting negotiations.

2.2 Tender Schedule

The Contracting Authority aims to meet the deadlines according to the schedule below but reserves the right to adjust this schedule in the interim. No rights may be derived from this schedule with the exception of the legally imposed minimum periods. All times in the schedule are indicated in local Dutch time.

Date	Activity
Wednesday September 25, 2024	Publication of the tender via www.tenderned.nl
Monday October 14, 2024, 14:00	Deadline for questions via www.tenderned.nl (first round).
Wednesday October 23, 2024	Publication of the Information Memorandum via www.tenderned.nl (first round).
Wednesday October 30, 2024, 14:00	Deadline for questions via www.tenderned.nl (second round).
Monday November 11, 2024	Publication of the Information Memorandum via www.tenderned.nl (second round).
Monday December 2, 2024, 14:00	Closing date and deadline for receipt of tenders via www.tenderned.nl .
Monday December 2, 2024	Opening of tenders in digital vault via www.tenderned.nl
Tuesday January 21, 2025	Announcement of the intention to award the contract via TenderNed, under the conditions mentioned in this Descriptive Document

Tuesday February 11, 2025	Suspension period (expiry date)
Tuesday February 11, 2025	Delivery of required documentary evidence (see this Descriptive Document)
Thursday March 6, 2025	Anticipated date of signature of the Agreement, date of award.
Monday March 10, 2025	Effective date of Agreement.

2.3 One Tender for a Single Entity or Consortium

A company may submit one Tender. This may be done as a single entity, i.e., as an individual company, or as a consortium of two or more companies. A consortium counts as a single Tenderer. If a company submits a Tender as a single entity *and* as a member of a consortium, the Contracting Authority will **only** evaluate the Tender submitted by the consortium. The Tender from the single entity will then be excluded from the tendering procedure.

A concern or group of companies may submit one Tender, unless the various Tenderers can prove that they prepared their Tenders for this Contract independently of each other. If they cannot prove this to the satisfaction of the Contracting Authority, all Tenders from members of this group of companies will be excluded from the tendering procedure.

If you want to participate as a single entity in this Tender, you must state this in the Self-declaration (also referred to as ESPD, see Annex 13). You must complete sections A and B of Part II, Part III, Part IV and Part VI of this statement. At the request of the Contracting Authority, you need to substantiate your ESPD with documentary evidence.

Note: If you, as single entity, want to rely on the capacity of a third party (see Par. 2.4.2), the ESPDs of both you and the third party on which you rely must be submitted.

2.4 Formation of Consortium and Subcontracting

2.4.1 Consortium

You may submit a Tender as a consortium. If you are looking to participate in the tendering procedure together with other companies, you must state this in the Self-declaration. You must also explain your role within the consortium (e.g. that of secretary – which would qualify you to act as authorised representative during the term of the agreement – or that you are responsible for specific tasks).

Each consortium member must complete and submit their own ESPD. They must complete sections A and B of Part II, Part III, Part IV and Part VI of this statement. Each member must also submit the requested documentary evidence after receiving a request to that effect from the Contracting Authority.

The consortium members are jointly and severally responsible for the performance of the agreement.

Note! It is not possible to adjust the composition of the consortium during the Tender procedure.

If the consortium wants to rely on the capacity of a third party (see Par. 2.4.2), both the ESPDs of all members and the ESPD of third party on which the consortium relies must be submitted.

2.4.2 Relying on Third-Party Capacities

If any eligibility requirement is fulfilled by relying on the capacity of a third party (the holding company of which you are a member, or another legal entity or natural person), you must state as much in the ESPD. Your Tender must also reflect the eligibility requirement for which you are relying on a third party.

The subcontractor whose capacity is relied upon must also complete and submit an ESPD. This subcontractor must complete sections A and B of Part II, Part III and Part VI of the ESPD. This substantiates that the third party can be used for the Contract and that no ground for exclusion is applicable, as mentioned in Part III of the ESPD.

The main contractor (Tenderer) must submit the requested documentary evidence after receiving a request to that effect from the Contracting Authority.

If you are relying on the financial and economic capacity of a third party, this party must also sign the Guarantee Model (Annex 12), confirming that the third party will act as guarantor.

Note: if you are relying on the knowledge and experience of a third party for a part of the Contract, this part of the Contract must be performed by this third party. All parties agree to this by signing the ESPD.

The cooperation with a subcontractor is without prejudice to the liability of the Tenderer, as the main contractor, for the performance of the Contract.

2.4.3 Subcontracting

In addition to the third party/parties mentioned above, subcontractors may be engaged to perform parts of the Contract during the term of the (framework) agreement subject to approval by the Contracting Authority. The term subcontractor, as used here, means that the capacities of the subcontractor must not be used to meet the eligibility requirements.

It is not strictly required but if you wish to have part of the Contract performed by one or more subcontractors, you can indicate this in Part IID of the ESPD, clearly identifying the parts of the Contract that will be subcontracted and giving details of the subcontractors.

At request of the Contracting Authority each subcontractor must complete and submit a ESPD. The subcontractor must complete sections A and B of Part II, Part III and Part VI of the ESPD. The main contractor (Tenderer) must submit the requested documentary evidence after receiving a request to that effect from the Contracting Authority.

The Contract may only be performed by the specified subcontractor if there are no grounds for exclusion as referred to in Part III of the ESPD and the Contracting Authority has given its permission.

The cooperation with a subcontractor is without prejudice to the liability of the Tenderer, as the main contractor, for the performance of the Contract.

2.5 Mandatory Grounds for Exclusion

In the ESPD, you declare that the Grounds for Exclusion referred to in Part III of the ESPD (Article 2.86 AW2012) do not apply to your company. To this end, you must complete sections A and B of Part III of the ESPD.

If you qualify for award of the Contract, you will be required to submit, within 10 working days of a request from the Contracting Authority, statutory documentary evidence substantiating that the Grounds for Exclusion do not apply to you and – if applicable – your subcontractor. Also, evidence that Mandatory Requirements (Annex 1 - Programme of Requirements and Desirables) are met, may be requested. For more details, see Section 3.4– Documents to be Provided. Note also that if the verification phase of the tender shows that the sensor fails to meet any Mandatory Requirement, this can lead to exclusion the Tenderer.

For Dutch economic operators, these statutory documents are:

Documentary Evidence	Document Validity Period
A Declaration of the receiving authority for taxes (Art. 2.89(3) AW2012)	This certificate may not be older than six months calculated from the date of submission of your Tender
A 'Certificate of Conduct for Procurement' issued by the Central Agency Good Conduct Certificates (Art. 2.89(2) AW2012)	The certificate of conduct may not be older than two years calculated from the date of submission of your Tender

Note: the processing of these documents may take some time. Therefore, request these documents timely.

Tenderers/subcontractors from countries other than the Netherlands may also submit data and documents substantiating that one or more Grounds for Exclusion do not apply to them. Documentary evidence may differ from one country to another. The European Commission provides a database with information about the most common evidence asked for in procurement procedures in Europe ([eCertis](#)).

However, if a document of similar effect does not exist in the country of establishment, a sworn or solemn statement before a competent judicial or administrative authority, notary or a competent professional organisation of that country may also be submitted.

Ground for Exclusion is a knock-out criterion. Any Grounds for Exclusion that applies to the Tenderer leads to exclusion.

In the event of Tendering as a Combination, the entire Combination will be excluded if one of the Grounds for Exclusion applies to one or more members of the Combination.

If any Grounds for Exclusion applies to the Tenderer, it must indicate which facts have become known, their scope and the measures it has taken to prevent recurrence and restore confidence.

Please note: the wording in the ESPD has changed compared to the ESPD used before April 2024. For example, you now need to enter “yes” to indicate that the exclusion grounds do not apply to you. We advise you to carefully review and complete the

modified ESPD. If you have any questions about this notification, the (use of the) ESPD, or other procurement law issues, please contact us so we can help where needed!

2.6 Facultative Grounds for Exclusion

In the ESPD, you must also declare that the facultative Grounds for Exclusion that have been declared applicable, referred to in section C of Part III of the ESPD (Article 2.87 AW2012), do not apply to your company.

Note. In Part III C of the ESPD you must declare first whether the facultative grounds for exclusion are applicable with “yes” or “no”. Depending on the answer additional questions arise and must be answered.

If you qualify for award of the Contract, you will also be required to submit, within 10 working days of a request from the Contracting Authority, this statutory documentary evidence substantiating that the facultative Grounds for Exclusion referred to in the previous section do not apply to you and – if applicable – your subcontractor.

For Dutch economic operators, these documents include:

Ground for Exclusion	Documentary Evidence	Document Validity Period
Bankruptcy or liquidation (Article 2.87(1)(b) of the AW2012)	An Extract from the trade register of the Chamber of Commerce	This extract may not be older than 6 months calculated from the date of submission of your Tender
Grave professional misconduct and distortion of competition (Article 2.87(1)(c) and (d) of the AW2012)	A 'Certificate of Conduct for Procurement' issued by the Central Agency Good Conduct Certificates	The certificate of conduct may not be older than two years calculated from the date of submission of your Tender
Tax obligations (Article 2.87(1)(j) of the AW2012)	A Declaration of the receiving authority for taxes as referred to in Article 2.89(3) of the AW2012	This statement may not be older than 6 months calculated from the date of submission of your Tender
Other facultative grounds for exclusion are: violation of applicable obligations in the field of environmental, social and labour law ¹ , conflict of interest, inside information, past performance and/or false statements, influencing of decision-making process (Article 2.87(1)(e) and/or	If applicable, no specific formality required	

¹ More information about the applicable obligations in the fields of environmental, social and labour law in the Netherlands: see www.rijksoverheid.nl

(f) and/or (g) and/or (h) and/or (i) AW2012 2012)		
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If applicable, you will be required to submit other current documentary evidence regarding other facultative Grounds for Exclusion that have been declared applicable.

Documentary evidence may differ from one country to another, see [eCertis](#).

Tenderers/subcontractors from other countries may also submit data and documents that serve a similar purpose or that substantiate that the ground for exclusion does not apply to them.

However, if a document of similar effect does not exist in the country of establishment, a sworn or solemn statement before a competent judicial or administrative authority, notary or a competent professional organisation of that country may also be submitted.

Please note: the wording in the ESPD has changed compared to the ESPD used before April 2024. For example, you now need to enter “yes” to indicate that the exclusion grounds do not apply to you. We advise you to carefully review and complete the modified ESPD. If you have any questions about this notification, the (use of the) ESPD, or other procurement law issues, please contact us so we can help where needed!

2.7 Eligibility Requirements

In Part IV of the ESPD, “Selection Criteria”, you indicate whether you meet the eligibility requirements.

One or more Eligibility Requirements from the following sections are set:

- professional competence
- financial and economic capacity
- technical and professional competence (references)
- quality assurance

2.7.1 Professional Competence

You must be listed in the professional or commercial register and submit proof of registration within 10 working days when so requested by the Contracting Authority. In the Netherlands, this is an extract from the Chamber of Commerce. Other countries have similar registers. This extract may not be older than 6 months calculated from the date of submission of your Tender.

If the Tenderer is a consortium, all members must submit the relevant extracts upon a request from the Contracting Authority.

Note! An electronically submitted digitally certified extract counts as a legally valid piece of evidence. A printed or scanned version of a digitally certified extract is also accepted, provided that the original electronic version can be shown on request.

2.7.2 Financial and Economic Capacity

The Tenderer must be able to demonstrate that it has the financial and economic standing to perform the Contract. To determine this, the following applies:

- If you are considered for award of the Contract/agreement, you will be required to submit a currently valid document, such as an Approved Annual Report, Audit Certificate, assessment or compilation report within 10 working days of a request the document. The document shall not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- For companies that are not required to produce an annual statement of accounts, an assessment or compilation report signed by an accountant will suffice.
- If you are considered for award of the Contract, you will be required to submit the relevant assurance certificate and or bank statement within 10 working days of a request for it from the Contracting Authority.
- If you are relying on the financial and economic capacity of a third party, e.g. by relying on an insurance of the Concern of which you are a member, then the third party must also sign the ESPD and sign the Guarantee Model (Annex 12), confirming that the third party will act as guarantor.

2.7.3 Technical and Professional Ability

References

You must demonstrate that you possess the following (core) competencies to be able to perform this Contract:

- a. Tenderer has proven/demonstrable experience in delivering and providing 3rd line maintenance of at least fifty (50) sonic anemometers at organizations active on the Meteorological Market;
- b. Tenderer has proven to have carried out one 4-year assignment as a reference project in a professional and correct manner in accordance with its client's requirements, demonstrating its expertise and experience in providing and maintaining sonic anemometers.

Compliance with the (core) competencies set out in subsections **a.** through **b.** must be demonstrated with the submission of reference contracts. You can have **one or more** reference contract(s) for (core)competency a, but can **only use one** (1) reference contract to prove core competency b. You may use the reference contract(s) to show several (core) competencies.

Conditions for the reference(s):

- If a contract that has not yet been completed is used, only the actual result of the contract may be specified, not a forecast of the expected result.
- The reference contract may not be older than three years calculated from the closing date for submission of the Tender.
- If you are relying on a third party for the reference, this third party must also be engaged for the present contract and noted in Part 4a of Annex 11 (the Reference Contracts Model).
- If the reference contract has been performed by a consortium, you must clearly state which part of the contract is performed by whom and noted in Part 4a of Annex 11 (the Reference Contracts Model).

Reference contracts that do not satisfy the above competencies and conditions are invalid and will not be included in the assessment of the Tenderer.

The Tenderer must complete and submit the Reference Contracts Model (Annex 11) for each reference. By providing a reference, the Tenderer grants the Contracting Authority permission to verify the reference(s).

If the Contracting Authority is unable to verify the reference (for example, because it is unable to contact the referee) and the Tenderer cannot prove the performance and completion of the reference contract through other documents, the reference provided will not be included in the assessment.

2.7.4 Quality Assurance

Quality Management System

The Contracting Authority requires that quality management is embedded and applied in the Candidate's organization. The Candidate shall do so in accordance with a quality management system comparable to (or equal to) ISO 9001:2015. This means that the Candidate can submit at least the following with regard to its quality management system:

- a) A description of the quality management system, including its scope;
- b) A description of the objectives;
- c) A table of contents of the quality manual(s), including protocols and working methods;
- d) A description of how periodic improvement will be achieved;
- e) The appointment of the implementation date (at least 1 evaluation cycle should already have been carried out) and the contact person within the organization in charge of implementation;
- f) The way in which the system will be assessed internally and externally, including details of implemented and planned assessments and of the external assessor.

By signing the ESPD form, the Candidate confirms that it meets this requirement.

If the Candidate is a Combination, this requirement must be met by all members of the Combination. The Contracting Authority reserves the right to request additional information/evidence regarding the quality management system during the verification.

Verification Document(s):

- Description of its quality management system drawn up by the Candidate (free of form), with (at least) specification of parts a) through f), as described above. If the Candidate has an ISO-9001 certificate, this will suffice.

2.8 Exclusion or Rejection of a Tenderer

If one or more of the Grounds for Exclusion apply to you, a member of your consortium or to your subcontractor, you may be excluded from participating in the tendering procedure. In that case, your Offer will be excluded.

However, you will first be given the opportunity to prove that you have taken sufficient measures to remove the applicable grounds for exclusion. If the Contracting Authority considers that proof to be adequate, you will not be excluded. It is up to the Contracting Authority to determine whether

the proof provided is adequate. The Contracting Authority may also refrain from applying the ground for exclusion for other reasons, for example if exclusion would be manifestly unreasonable.

The possibility to demonstrate your reliability (also known as the legal principal of proportionality) does not apply to the ground for exclusion "False declaration". In that case, your Tender will be set aside immediately and will not be evaluated any further.

You will also be rejected for participation in the tendering procedure if you do not meet one or more of the eligibility requirements. In that case, your Tender will be set aside and not evaluated any further.

Failure to provide all the documentary evidence requested to determine whether the Tenderer meets the eligibility requirements, or failure to do so in a timely manner, will also lead to exclusion and/or rejection of the Tenderer. Section 3.4 contains a table listing who must provide what and when.

2.9 Procurement Law and Contractual Aspects

Russian parties or parties that engage more than 10% of a Russian party as a subcontractor or supplier are no longer allowed to participate in Tenders for new contracts or concessions since 9 April 2022. Therefore, after this date, no new contracts will be concluded with Russian parties or with parties that engage a Russian party as a subcontractor or supplier for more than 10%. This may also imply that Tenderer cannot rely on the financial capacity of a third party or make use of a third party from Russia.

By submitting a tender, tenderer declares its compliance with this requirement.

3. THE TENDER

This chapter describes the methods and criteria that will be used in the assessment of the Tenders to determine which Tenderer has submitted the Most Economically Advantageous Tender. A distinction is made between requirements that result in the direct knock-out of a Tender as a result of a Tenderer's failure to meet the requirements, and the further criteria and sub criteria for award that are used to determine the final ranking of the Tenders.

1.1 Knock-out Requirements

The knock-out requirements K1 through K5 are as follows:

- K1: By submitting your Tender you unconditionally agree with the Draft Agreement given in Annex 3, including its amendments and rectifications as published in the Information Memorandum;
- K2: Tenders need to fully meet the criteria regarding validity, completeness, format requirements and other terms, conditions and requirements that have been prescribed in this document and all attached annexes;
- K3: Tenders need to fully meet the criteria regarding the Grounds for Exclusion and eligibility requirements;
- K4: Tenderer must be able to meet all Mandatory Requirements in the Program of Requirements and Desirables (Annex 1);
- K5: Tenderer must complete the Pricing sheet (Annex 2) in accordance with the instructions given in the "Instructions" sheet of the excel file - considering any rectifications as mentioned in the Information Memorandum.

3.1 Award Criteria

This section specifies the award criteria chosen for the wind sensor and related services to be provided. The award criteria are quality and price, where the quality of the sensor (as measured by the Desirables of the Programme of Requirements and Desirables) is regarded as more important than the price (see table below).

	Award Criteria	Maximum Points Obtainable	Form
1	Quality	800 points (=80%)	See Annex 1, Programme of Requirements and Desirables
2	Pricing	200 points (=20%)	See Annex 2, Pricing sheet
	TOTAL	1000 (= 100%)	

3.1.1 Award Criterion 'Quality'

The quality award criterion is based on the Desirables outlined in Annex 1. Each Desirable listed in Annex 1 will be evaluated and assigned a score ranging from 0 to 5, as detailed in the description for each specific Desirable. The score for each Desirable will then be multiplied by the corresponding weight, as indicated in column E of the Requirements and Desirables spreadsheet of Annex 1, to calculate the points awarded for the Desirable. To quantify the quality award criterion the points awarded for all the Desirables are added together to form the total, which can be at most 800 points.

The chapters within the Program of Requirements and Desirables, along with the maximum points obtainable, are summarized in the table below:

	Programme of Requirements and Desirables Chapter	Maximum Points Obtainable
1	Functional	500 (= 50 %)
2	Maintainability	95 (= 9.5 %)
3	Technical	5 (= 0.5 %)
4	Hardware	100 (= 10 %)
5	Software	No desirables in this chapter
6	Reliability	70 (= 7.0 %)
7	Support and Maintenance	No desirables in this chapter
8	Documentation	30 (= 3.0 %)
	TOTAL	800 (= 80%)

Scoring Methodology for Desirables

A brief overview of the scoring methodology for the various types of Desirables is provided below. For detailed instructions, please refer to the "Instructions and Explanations" sheet in Annex 1. It is crucial to review this information carefully, as it contains essential guidance. In the event of any discrepancies between this section of the Descriptive Document and Annex 1, the information in Annex 1 will take precedence.

Each Desirable in Annex 1 is categorized as one of the following types:

- **D C for "Desirable Closed":** This type of Desirable can be answered with either Yes or No. A Yes answer will be awarded a score of 5, while a No answer will receive a score of 0.
- **D S for "Desirable Scaled":** This type of Desirable allows the Tenderer to select an answer from a drop-down menu. Scores ranging from 0 to 5 will be awarded depending on the answer selected, as detailed in column F of the respective Desirable.
- **D O for "Desirable Open":** This type of Desirable requires a more detailed response, where the Tenderer must provide a substantiation explaining to what extent the Desirable is met. The KNMI assessment team will evaluate the substantiation and assign a score between 0 and 5, based on both the general assessment guidelines and the specific criteria outlined in column F of the respective Desirable. The substantiation must adhere to the maximum length specified in column F of Annex 1.

References to external documents are permissible within the substantiation, provided that the following conditions are met:

- It must be unambiguous what document is being referred to.
- The document being referred to must be attached to the Tender submission.
- All references must specify the location within the document with a precision of a page or more precisely.
- No more than five references are allowed per substantiation.

This approach allows for the inclusion of pre-existing documents, such as wind tunnel test reports, to support the substantiation of multiple Desirables. For example, test reports may be used to substantiate wind speed bias for both horizontal and vertical winds. For test reports, please ensure that the DUT (Device Under Test), the date of the test, and the other relevant testing parameters are clearly and accurately identified within your substantiation or the referenced documents.

Netherlands Ministry of Infrastructure and Water Management

European Public Procurement: New generation wind sensor and 3rd line maintenance – 3D sonic wind sensors

To assist Tenderers in adhering to the maximum length for substantiations, Annex 8 has been included with this tender. Use of Annex 8 is recommended but not mandatory. Tenderers may structure their substantiation as they see fit, provided the maximum length is not exceeded, the structure is clear, and each substantiation is unambiguously linked to the specific Desirable being addressed.

For D C and D S Desirables, the achieved score will be automatically displayed in column I of the "Requirements and Desirables" spreadsheet in Annex 1. For D O Desirables, the KNMI assessment team will evaluate the substantiation by considering the aspects described in the table below. The team will then assign a score between 0 and 5 based on these aspects along with the specific evaluation criteria outlined in column F of the "Requirements and Desirables" spreadsheet in Annex 1.

Assessed will be the overall picture of the individual sub aspects mentioned above and the degree to which it gives confidence that the execution of the assignment will lead to the desired result.

The following scoring table will be used by the KNMI assessment team:

Qualification	Description	Score
Excellent	In the opinion of the assessment team, the Tenderer has addressed the Desirable using the assessment aspects and evaluation criteria in a highly complete, substantive, appropriate, convincing, effective and generally excellent way and/or fulfilled, or exceeded, the wishes of the Contracting Authority as stated in the Desirable. Tenderer additionally adds value and/or new insights that the assessment team did not expect.	5
Very good	In the opinion of the assessment team, the Tenderer has addressed the Desirable using the assessment aspects and evaluation criteria in a complete, substantive, appropriate and very convincing, effective and generally very good way and/or nearly fulfilled the wishes of the Contracting Authority as stated in the Desirable.	4
Good	In the opinion of the assessment team, the Tenderer has addressed the Desirable using the assessment aspects and evaluation criteria in a substantive, appropriate, convincing, effective and generally good way and/or fulfilled most of the wishes of the Contracting Authority as stated in the Desirable.	3
Sufficient	In the opinion of the assessment team, the Tenderer has addressed the Desirable using the assessment aspects and evaluation criteria in an only somewhat substantive, appropriate and reasonably convincing, effective and generally sufficient way, but without thorough elaboration and/or taking the assessment aspects and evaluation criteria into proper account. And/or the Tenderer only fulfilled some of the wishes of the Contracting Authority as stated in the Desirable.	2
Poor	In the opinion of the assessment team, the Tenderer has addressed the Desirable in a subpar way and to a very limited extent without sufficient elaboration and without considering the assessment aspects and evaluation criteria. And/or the Tenderer only fulfilled very few of the wishes of the Contracting Authority as stated in the Desirable.	1

Qualification	Description	Score
Very poor	In the opinion of the assessment team, the Tenderer does not respond to the Desirable in a meaningful manner considering the assessment aspects and/or does not comply with the wishes of the Contracting Authority as stated in the Desirable.	0

3.1.2 Sub-award Criterion 'Pricing'

The Tenderer will state its prices by completing the Pricing Sheet (Annex 2) in full and without reservation.

The following requirements, terms and conditions apply to the pricing submitted by the Tenderer:

- **Currency and Tax:** Prices must be quoted in Euros and must be exclusive of VAT. Any offers submitted in currencies other than Euros will be rejected.
- **All-Inclusive Pricing:** The prices quoted by the Tenderer must be "all-in" prices covering all products and services described in section 1.1.3 of this document. This includes, but is not limited to, all additional costs such as salaries, equipment and software usage, testing, travel, accommodation, administration and overheads. No additional costs will be borne by the Contracting Authority.
- **Prohibited Pricing Practices:** Tenderers are not permitted to enter zero Euro prices (except where explicitly indicated in the Pricing Sheet) or negative prices in their quotation. Such practices may result in exclusion from the award process.
- **Basis of Prices:** All prices must be quoted in accordance with the latest version of the Descriptive Document and any rectifications outlined in the information memorandum.
- **Binding Nature of Prices:** The prices quoted in the Pricing Sheet will become an integral part of the Agreement once the contract has been awarded.
- **Price Evaluation:** Tenders that are deemed strategic, unrealistic or manipulative will be disqualified. However, the Tenderer will first be given the opportunity to explain their proposed pricing before any final decision is made.

Given the technical lifespan and required maintenance of the sensors, the Total Cost of Ownership (TCO) is prioritized over the initial purchase price alone.

NB: Maintenance costs incurred by KNMI for 1st and 2nd line maintenance are not included in the price quoted by the Tenderer but are factored into the TCO calculation to determine the optimal wind sensor solution.

The TCO pricing model consists of the following components:

1. Purchase value of 214 sensors
2. Annual cost of 3rd line maintenance
3. Estimated cost for 1st and 2nd line maintenance performed by KNMI.

To effectively compare the prices, we evaluate the costs over a 20-year period.

3rd line maintenance may be offered as a flat-rate package or as a contract-based plan, simplifying budget forecasting. Alternatively, it can be a customized service tailored to specific needs. Irrespective of the package, plan or service, KNMI requires a flat-rate fee per sensor per year, covering all 3rd line maintenance without additional costs for KNMI, other than 1st and 2nd line maintenance.

The cost of maintenance work performed by KNMI (1st and 2nd line maintenance) is calculated using a notional hourly rate of € 150.

To assess the price, we use the absolute scoring method. With this method, the TCO is converted into a score. With a comparison price of €1.000.000,00, 200 points will be awarded. With a comparison price of € 3.300.000,00, 0 points will be awarded. Between these price offers, the scoring method runs linearly.

The score on the price is calculated according to the formula:

$$Score = 200 * \left(\frac{3.3M - TCO \text{ price by Tenderer}}{2.3M} \right)$$

3.2 Assessment

The evaluation of Tenders will be conducted in separate stages, focusing on the grounds for exclusion, eligibility requirements, price and quality.

The Tenders are first assessed against the formal requirements, including the Grounds for Exclusion and the eligibility requirements. Any Tenders that are deemed invalid or ineligible will be excluded from further evaluation. Subsequently an assessment team will evaluate the Quality, followed by the Price.

Each Sub-Award criterion will be evaluated by at least three subject-matter experts. Each assessor will independently assess the Sub-Award criteria before engaging in a plenary discussion with the other assessors. During this discussion individual scores and arguments are shared, leading to a consensus on the final score for each Sub-Award criterion. This approach is known as the consensus model.

Tender prices are initially reviewed and assessed only by the purchasing department to prevent any influence on the 'quality' assessment committee. If necessary, the pricing information may be reviewed in conjunction with the Contracting Authority after finalization of the Quality sub-award criteria for all submitted tenders.

The Tenderer that emerges as the Most Economically Advantageous Tenderer (MEAT) from the assessment of the Sub-Award criteria in this European Tender Procedure will be awarded the contract, becoming the intended winner.

If you qualify for award of the Contract, the Contracting Authority will request certain documentary evidence. The documents required are outlined in section 3.4 of this Descriptive Document.

Note: Please be aware of the distinction between documents that must be provided at the time of Proposal and those that the Contracting Authority will request after intention to award.

Failure to provide these documents within 10 working days, or providing documents that do not meet the requirements, may result in exclusion or rejection, and the Contracting Authority may approach the next-best Tenderer.

3.3 Documents to be Provided

The table below outlines who must submit which documents and when they are required. Please keep in mind that submitting a Proposal on TenderNed is only possible if you are registered. If you are not registered, you must complete this process in advance, as it may take some time.

What	When	Who
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Netherlands Ministry of Infrastructure and Water Management

 European Public Procurement: New generation wind sensor and 3rd line maintenance – 3D sonic wind sensors

		Single entity Tenderer	Consortium	Subcontractors
ESPD Annex (ESPD) Completed and signed (Annex 13) <i>Authorization to sign must be evidenced and appended (§ 4.4 of the descriptive doc.)</i>	Upon submission Tender	X	X	X
Reference Contracts Model Annex 11	Upon submission Tender	X	X	
Pricing sheet Annex 2	Upon submission Tender	X	X	
Completed Requirements Check List (§ 1.5 of the descriptive doc.)	Upon submission Tender	X	X	
Guarantee Model (if applicable) Annex 12	Upon submission Tender	X	X	
Certificate of Conduct for Procurement (CCP) (§ 3.5 of the descriptive doc.)	Upon request	X	X	X
Declaration of the receiving authority for taxes (§ 3.5 of the descriptive doc.)	Upon request	X	X	X
Extract from the trade register of the Chamber of Commerce (§ 3.6 and 3.7.1 of the descriptive doc.)	Upon request	X	X	X
Approved Annual Report/ Audit Certificate / assessment or compilation report that does not include a 'continuity section' that expresses doubt concerning the viability of the organisation (§ 3.7.2 of the descriptive doc.)	Upon request	X	X	
Quality assurance system ISO 9001 (2015 2018) or a description of equivalent quality assurance measures	Upon request	The party that actually performs the work in the performance of the agreement		

(§ 3.7.4 of the descriptive doc.)

For the documents to be provided, some time is required to be obtained. For some documents an early request applies.

To confirm compliance with requirements, the following documents must be provided within 10 working days upon request, after the intention to award:

- Calibration procedure of wind speed (Mandatory #41)
- Calibration procedure of wind direction (Mandatory #43)
- Verification Protocol (Mandatory #46)
- Calibration procedure of sonic temperature (Desirable #49, if Tenderer answered "Yes")
- Proof of CE marking certification (Mandatory #75)
- Proof of IEC 61010 certification (Desirable #77 and/or Desirable #91, if Tenderer answered "Yes")
- Proof of EMC-related certifications (Mandatory #78)
- Proof of IEC 62305 certification (Desirable #80, if Tenderer answered "Yes")
- Proof of IEC 60529 certification (Mandatory #83)
- Proof of Relevant shock and vibration certification (Desirable #85, if Tenderer answered "Yes")
- Proof of IEC 60068-2-52 certification (Desirable #87, if Tenderer answered "Yes")
- Full documentation set (Mandatory #112, if not already provided for Desirable #115).

3.4 Notification of Award Decision

All Tenderers will be notified simultaneously by the Contracting Authority about the award decision. The notification will contain the name of the successful Tenderer, the relevant reasons for the award decision and information about the standstill period. The notification of the award decision will in any case be sent via TenderNed.

At first a preliminary award- or rejection decision will be sent. After that, after expiration of the standstill period of 20 days, the preliminary award and rejection decision will be converted into a definite award or - rejection decision if no legal objections have been raised in the meantime. Please also see section 5.2.

By virtue of Article 2.128 of the 2012 Tender Act, the notification of the award decision does not entail acceptance of a bid from the winning Tenderer.

The Contracting Authority may decide to retract or revise the award decision at any time.

4. GENERAL PROVISIONS

This chapter outlines relevant conditions and provisions set by the Contracting Authority for your Tender. The procedure will be conducted fully electronically via the TenderNed online tendering platform. Further information about the use of TenderNed is available [here](#).

4.1 Notice, Tender and Tender Submission Date

The Contracting Authority uses the TenderNed platform to handle Tenders. Your entire Tender, including all requested information and documents, must therefore be submitted or uploaded to TenderNed.

You may not alter the formats used by the Contracting Authority, and your Tender must remain valid for at least 120 days after the closing date. The Tenderer must know the Tender submitted holds a one-time and final offer. The European Public procedure does not offer room for conducting negotiations. This means that:

- Any questions or suggestions regarding the Tender Documents, Terms and conditions and the contract must be posed during the Tender process, according to the process described in chapter 4.3 of the Descriptive Document;
- After the second Information Memorandum is published, the Contract, Terms and conditions are final.

TenderNed contains a schedule for the course of this tendering procedure (Terms). It also shows you until when to ask questions and when the answers to these questions will be published. The Contracting Authority expressly reserves the right to adjust the schedule during the procedure. You will receive this information via TenderNed.

The closing date and deadline for receipt of your Tender by the Contracting Authority is the date included in the schedule in TenderNed (end of offer stage). The digital Tenders are opened via TenderNed's digital safe. You may not be present at this opening.

Note! The closing date and time is a strict deadline. No Tenders can be submitted after expiry of the deadline. Any delays in uploading are at your own risk.

4.2 Communication

All communication will take place via TenderNed. The contact for this tendering procedure is also included in TenderNed. Only in the event of technical difficulties with TenderNed may this contact be contacted in a different way:

Ministry of Infrastructure and Water Management
First contact: Saskia Luxen (saskia.luxen@minienw.nl)
Second contact: Paul van der Loos (paul.vander.loos@minienw.nl)

Note: During the tendering procedure, no personnel of the Ministry of Infrastructure and Water management or the Royal Netherlands Meteorological Institute other than the aforementioned contact may be contacted in connection with this procedure, unless expressly stated otherwise in this Guide.

4.3 Information, Questions and Objections

If you have any questions about, or discover inconsistencies in, the Tender Documents, or if you have objections to (parts of) the tendering procedure, please inform us of this via TenderNed's messaging module as soon as possible, but no later than the date included in the schedule in TenderNed.

Only questions and comments submitted in good time and in the correct way will be addressed. Answers will be given by means of an anonymised Information Memorandum published no later than 10 calendar days before the closing date for Tenders. The Contracting Authority will organise **two (2)** sessions for questioning. The closing date for submission of the first round of questions is shown in the schedule on TenderNed. The closing date for the second round of questions will be published in the first information memorandum. In the schedule on TenderNed you will only find the date on which the final publication of the Information Memorandum will take place. The contracting Authority will try to answer questions as soon as possible after the closing dates.

If you wish to ask a commercial or confidential question, you may request that you ask your question individually. The Contracting Authority will then evaluate this request. If the Contracting Authority grants the request, the answer will not be published and will only be sent to you. If the Contracting Authority cannot or may not answer the question individually, you will be requested to ask the question by submitting the questioning form (Annex 9 of this Descriptive document); your question will then be answered in the information memorandum.

Questions and text suggestions must be submitted by timely submitting a filled in Annex 9 Questioning form in the messaging module of TenderNed. Questions or text suggestions that are not received in time (see schedule) or that are submitted in manners other than specified will not be taken into consideration.

Note: During the period set for that purpose, you are entitled to object to any shortcomings or ambiguities. You can no longer do this after this period has expired.

By submitting a Tender, you agree to all the conditions and provisions of the tendering procedure. In the event of any inconsistencies between the information memorandum(s) and this Guide (including Annexes), the most recent Information Memorandum shall prevail.

4.4 Assessment of Your Entity and Your Tender

Assessment of the Tenderer and the information/documents submitted by the Tenderer will take place in 5 stages.

1. Your Tender may be declared invalid, set aside and excluded from further assessment within this tendering procedure if one or more of the following situations arises:

- The Tender was not submitted via the TenderNed online tendering platform or in good time;
- The requested information and documents have not been provided, or have been provided incompletely, subject to approval, under conditions or incorrectly or variants are offered;
- The Tender has not been submitted with the correct forms or the Tenderer has altered the forms provided;
- The Tender and the accompanying forms have not been signed by the person authorised to do so;
- The requested information has not been submitted in the prescribed language.

If one or more of the above situations apply, and easy remedy is not permitted, your Tender will be declared invalid. An invalid Tender will not be assessed any further and will be set aside.

Legally signing the ESPD implies that the person (or persons!) who is/are signing this document must be registered as authorized representative(s) of the company. When two or more persons have a joint authorization, signatures should be placed by all company representatives. Restrictions in authorization should be considered. The representative(s) must be financially (amount of the value of the contract) and legally authorized to sign. Authorization must be evidenced by an extract from the Chamber of Commerce, a power of attorney or a document that serves a similar purpose when other documents apply in different countries. Any other documents to which the professional or trade register refers, in order to verify their authorisation, must be appended.

2. At the second stage, the Contracting Authority evaluates the Grounds for Exclusion and eligibility requirements. This is where we look at your eligibility as a Tenderer. If one or more of the grounds specified in Chapter 2 apply to your company (or consortium or subcontractor), the Tenderer and its Tender may be rejected. This also applies if you do not meet one or more of the Eligibility Requirements / selection criteria.

3. At the third stage, (knock-out) Mandatory Requirements for award apply, which are set out in section 3.1. If your Tender does not meet these or the other requirements specified in Chapter 3, it will be set aside.

4. At the fourth stage, your Tender will be assessed on the elaboration of the award criteria.

The Contracting Authority may ask you to clarify your Tender or give you the opportunity to remedy minor defects in the Tender. You will usually be given a period of up to 5 working days for this.

5. Finally, a verification meeting will take place. This meeting will be scheduled after the announcement of 'intention to award'. The Contracting Authority would verify if both parties understood each other completely and if compliance by Tenderer is permanently possible. Waving of final award by causes of non-agreement is possible. In the event of exclusion, the Tenderer that has submitted the second economically most advantageous Tender will be considered for intention to award.

4.5 Language

All Tender Documents are in English. The language used in the Tender Documents, the tendering procedure itself and the performance of the agreement is English. Documents to be submitted by the Tenderers must be in the Dutch language or English language. If the requested information constitutes an official document that is not available in Dutch or English, an English translation must be submitted in addition to the original document. Translations costs are the responsibility of the Tenderer.

4.6 Suspension / Termination of the Tendering Procedure

The Contracting Authority reserves the right to suspend or terminate the tendering procedure at any time, without liability for compensation. Reasons for termination may amongst others include the withdrawal of political support or financial budget. You will be notified by the Contracting Authority of any suspension or termination.

Furthermore, the Contracting Authority reserves the right to terminate the Contract in the event of incorrect and/or incomplete information and/or inability on the part of Tenderer to fulfil what is has offered.

4.7 Compensation for High Costs of a Tender

The Contracting Authority will not compensate any costs related to the preparation and submission of the Tender.

4.8 Confidentiality

All information you receive from the Contracting Authority during this procedure must be treated confidentially and may not be disclosed to third parties. This does not apply to information that is already publicly available or to information that must be disclosed due to a statutory obligation. You may of course provide confidential information to your employees, advisers or subcontractors, if necessary subject to a confidentiality clause.

Conversely, the Contracting Authority will treat your Tender confidentially, unless the information must be disclosed pursuant to a statutory obligation.

The confidentiality obligation as referred to in this section will also be maintained if the tendering procedure does not lead to the conclusion of an agreement.

Exchange and processing of personal data during the tendering procedure will take place in accordance with the General Data Protection Regulation (GDPR).

The intellectual property of the Tender Documents is vested in the Contracting Authority.

5. LEGAL PROTECTION

You can submit a complaint during the tendering procedure when you have objections to the award decision or the tendering procedure.

5.1 Complaints Department / Committee of Tender Experts

Throughout the procedure complaints may be submitted to the Tender Complaints Committee at klachten.inkoop@minienw.nl with in CC an email to Saskia.luxen@minienw.nl. In doing so, you should provide a clear and reasoned explanation of the aspect of the tendering procedure to which your complaint relates. The complaint will be dealt with as soon as possible by an independent expert within the organisation of the Ministry of Infrastructure and Water Management.

You should first use the Question & Answer procedure before lodging your complaint. If you find the Contracting Authority's response unsatisfactory, you can lodge a complaint with the complaints department.

If you disagree with the complaints department's handling of the complaint, you can submit the complaint to the Committee of Tender Experts. For further information about how the Committee works, please visit www.commissievanaanbestedingsexperts.nl.

5.2 Preliminary Relief Proceedings

If you have objections to the award decision, you must institute summary proceedings ("kort geding procedure") within 20 calendar days of the notification of the selection decision. This must be evidenced by sending a copy of the writ of summons to the contact for this tendering procedure. In that case, the Contracting Authority will not proceed to select participants before the judgment in summary proceedings has been rendered.

The 20-calendar-day period is strictly applied. If you do not institute summary proceedings during this period, your rights to challenge the selection decision will lapse ("verval termijn"). If no Tenderer has instituted summary proceedings within the aforementioned period, the Contracting Authority will be at liberty to enter into an agreement with the successful Tenderer(s).

Definitions

Supplementary to the definitions set down in the Dutch Tender Act of 2012 [Aanbestedingswet 2012] the following definitions apply:

Annex

Annex or Appendix to one of the Tender Documents. Annexes /Appendices constitute an integral part of the Tender Documents. In ARIV-2018, the term 'Schedule' is used. + AARVODI-208 en explanatory notes?

AW 2012 / Tender act 2012

Act of 1 November 2012, comprising new regulations regarding Tender Procedures.

Award Criterion

The Award Criterion of the Contracting Authority will be the Most Economically Advantageous Tender (MEAT). This means that the Contracting Authority will assess both price and quality.

Combination

Cooperative of entrepreneurs, formed for the purpose of providing the product/services requested in this Tender Procedure. A Combination submits a single, joint Tender.

Combination Member

The legal body or natural person that forms part of a Combination.

Contract / Agreement

Written agreement entered into with the Contractor (Supplier) that wins this Tender Procedure, covering the provision of the Product requested by the Contracting Authority (Purchaser) and to which the Purchasing Conditions (ARIV-2018 & ARVODI-2018) are declared applicable.

Contracting Authority

The Royal Netherlands Meteorological Institute (Koninklijk Nederlands Meteorologisch Instituut or KNMI). In this case represented by the Ministry of Infrastructure and Water Management. In the Draft Agreement (Annex 3) and ARIV-2018 and ARVODI-2018, Contracting Authority / KNMI is also indicated as "Purchaser".

Contractor

The winning Tenderer with which the Contracting Authority enters into a Contract within the context of this Tender Procedure. In the Draft Agreement (Annex 3) and ARIV-2018 and ARVODI-2018, Contractor / KNMI is also indicated as "Supplier".

Descriptive Document

The document at hand, outlining and explaining the assignment, the Tender Procedure to be followed, the Suitability Requirements and the Tender evaluation criteria.

Desirable

Desirable features of Product or Service that the Contracting Authority sets in this Tender Procedure that are desirable and may lead to a higher valuation of the Tender, but the absence of which does not lead to exclusion from this Tender Procedure. (This in contrast with the Mandatory Requirements which in the event that a Mandatory Requirement cannot be met, will lead to exclusion from further participation in this Tender Procedure.)

European Single Procurement Document

In the European Single Procurement Document (ESPD), the Tenderer declares that it meets the provisions pertaining to the Grounds for Exclusion, Suitability Requirements, technical specifications and the terms and conditions regarding performance. In order to

reduce the administrative burden, the Contracting Authority may request proof from the winning Tenderer(s) through verification. Please note: this verification is different from the Verification Phase mentioned in Annex 7. The verification regarding the ESPD concerns the verification of the means of verification as mentioned under suitability requirements (please also see chapter 2. Grounds for exclusion and suitability requirements).

Exclusion Ground

A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the Tendering Procedure.

GP / Guidelines regarding Proportionality

The guidelines as published in the Government Gazette [*Staatscourant*] 2013, 3075 substantiating the proportionality principle as referred to in Articles 1.10 third paragraph, 1.13 third paragraph and 1.16 third paragraph of the 2012 Tender Act.

Grounds for Exclusion

The grounds for exclusion from participation as stated in Articles 2.86 and 2.87 of the 2012 Tender Act, also stated in the ESPD under Part III.

Information Memorandum

Document containing the answers to questions from Tenderers submitted via TenderNed and/or any additional explanations of the Tender Documents. The Information Memorandum will be given in an anonymized form and constitute as an integral and binding part of this Tender Procedure.

Mandatory Requirements

Requirements pertaining to the Product to be provided. These requirements have a knock-out character; failure to meet one or more Mandatory Requirements automatically leads to exclusion. This means that a Tender that does not meet one or more Mandatory Requirements will be considered invalid.

Product

The item(s) and services to be delivered to the Contracting Authority (Purchaser) by the Contractor (Supplier) under the Contract (in Annex 3 Draft Agreement referred to as "The System" or "Systems"), in this case; 3D sonic heated wind sensors and related products and services in the scope of this Tender Procedure that meet all the Mandatory Requirements as specified in the Tender Documents.

Proposal

The Tender or bid/quotation submitted by Tenderer for this Tender Procedure.

Sub-Award Criteria

Further specification of the Award Criterion. The criteria that stipulate which Tender is assessed as most economically advantageous.

Suitability Requirements

The requirements that form the basis for assessing a Tenderer's suitability to perform the assignment. A Tender that does not meet (one or more of) the Suitability Requirements will be considered invalid.

Tender

The Proposal or bid/quotation submitted by Tenderer in response to this Tender Procedure by which the Tenderer wishes to be eligible for this Contract.

Tender Procedure

The procedure used to procure the defined Product.

Tender Documents

All documents published or made available to Tenderers by the Contracting Authority for the purpose of this Tender Procedure (including this document and Annexes).

Tenderer

Entrepreneur or Enterprise who has submitted a Tender or is planning to submit a Tender for this Tender Procedure.

Terms and Conditions

General Government Purchasing Conditions [*Algemene Rijksinkoopvoorwaarden*] (ARIV 2018 & ARVODI 2018). (Please see Annex 5 ARIV 2018, Annex 5A Explanatory Notes ARIV 2018, Annex 6 ARVODI 2018 and Annex 6A Explanatory Notes ARVODI 2018 for more information). The ARIV-2018 will be applicable for the delivery of the wind sensors and the ARVODI-2018 will be applicable for the 3rd line maintenance.

Verification Phase

After awarding of the Contract, the Verification Phase will take place. A period in which the Products will be tested. See more information about this Verification Phase in Annex 7. Verification Phase and Delivery. Please note: this verification phase is different from the verification of documents as mentioned in Chapter 2.

Technical Definitions / Abbreviations

AWS

Automatic Weather Station

A facility equipped with measuring sensors that automatically transmits or records observations.

BES

Bonaire, St. Eustatius, Saba

Three Dutch islands in the Caribbean for which KNMI is responsible for meteorological and seismological services.

FAT

Factory Acceptance Test

A FAT is performed at manufacturers' premises and verifies the correct configuration and operation of the newly manufactured or repaired equipment and makes sure that the specifications and all other customer requirements have been met.

MTBF

Mean Time Between Failures

MTBF is the expected elapsed time between inherent failures of equipment during normal system operation.

SAT

Site Acceptance Test

A SAT is performed at purchasers premises and verifies the correct configuration and operation of the equipment after installation for its intended purpose and makes sure that the specifications and all other customer requirements have been met.

Wind Sensor

The wind sensor is the entire system as offered by the Tenderer that is capable of both reporting wind speed and wind direction. The wind sensor shall include any auxiliary parts necessary to meet the Mandatory Requirements of this Tender.

Verification Protocol

A Verification Protocol is performed at the purchaser's premises and verifies the correct operation of equipment upon receipt from manufacturer or after 2nd line maintenance and the required quality of the wind sensor measurements in the laboratory and on the test field before operational deployment of the wind sensor.

ANNEX 1 Program of Requirements and Desirables

The Program of Requirements and Desirables is included in a separate EXCEL file.

ANNEX 2 Pricing Sheet

The Pricing Sheet is included in a separate EXCEL file.

ANNEX 3 Draft Delivery Agreement

This document is included as a separate PDF file.

ANNEX 4 Draft Waitingroom Agreement

This document is included as a separate PDF file.

ANNEX 5 ARIV-2018

This document is included as a separate PDF file.

ANNEX 5A Explanatory notes ARIV-2018

This document is included as a separate PDF file.

ANNEX 6 ARVODI-2018

This document is included as a separate PDF file.

ANNEX 6A Explanatory notes ARVODI-2018

This document is included as a separate PDF file.

ANNEX 7 Verification Phase and Delivery

This document is included as a separate PDF file.

ANNEX 8 Substantiation Form

This document is included as a separate WORD file.

ANNEX 9 Questioning Form

The question form to be used for the Information Memorandum is provided in a separate EXCEL file.

ANNEX 10 International Social Conditions

This document is included as a separate PDF file.

ANNEX 11 Reference contract model

This document is included as a separate PDF file.

ANNEX 12 Guarantee model

This document is included as a separate PDF file.

ANNEX 13 European Single Procurement Document

The European Single Procurement Document (ESPD) is included as separate ESPD wizard and needs to be opened and filled in via TenderNed.